



BPC
RESOLUTION NO. 2008-03

**A RESOLUTION OF THE GALLATIN COUNTY BOARD OF PARK COMMISSIONERS
GRANTING THE GALLATIN VALLEY LAND TRUST A LICENSE TO CONSTRUCT A
PEDESTRIAN BRIDGE ON THE GALLATIN COUNTY REGIONAL PARK**

THIS RESOLUTION was introduced by the Board of Park Commissioners, moved by Commissioner Clarkson, and seconded by Commissioner Fink. This resolution was adopted Unanimous.

WHEREAS, on October 5, 2004, the Gallatin County Commissioners, pursuant to Mont. Code Ann. § 7-16-2301 *et. seq.*, created a Board of Park Commissioners (Resolution No. 2004-130); and

WHEREAS, the Board of Park Commissioners manages and oversees all county parkland within Gallatin County; and

WHEREAS, Mont. Code Ann. § 7-16-2322(i) provides that the Board of Park Commissioners may make rules to protect and promote the improvement of land and facilities under the care and control of the board; and

WHEREAS, Mont. Code Ann. § 7-16-2322(ii) provides that the Board of Park Commissioners may make rules for the use of the land and facilities by the public; and

WHEREAS, Mont. Code Ann. § 7-16-2322(iii) provides that the Board of Park Commissioners may provide penalties for the violations of park rules; and

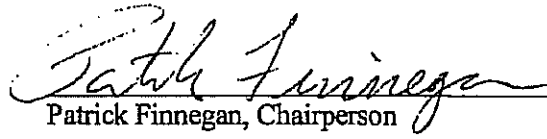
WHEREAS, unauthorized construction of temporary and permanent structures will jeopardize the natural landscape of county parkland as well as the safety and welfare of the public.

NOW THEREFORE BE IT RESOLVED,

That the Board of Park Commissioners hereby grants permission to the Gallatin Valley Land Trust to construct a pedestrian bridge on the Gallatin County Regional Park subject to the terms and conditions outlined in the attached License Agreement.

PASSED, ADOPTED, AND APPROVED this 16th day of April, 2008 by the Board of Park Commissioners.

BOARD OF PARK COMMISSIONERS OF
GALLATIN COUNTY, MONTANA



Patrick Finnegan, Chairperson

REAL PROPERTY LICENSE, LEASE, CONSTRUCTION, AND IMPROVEMENT
TRANSFER AGREEMENT

THIS REAL PROPERTY LICENSE AGREEMENT ("Agreement" or "License"), made and entered into the 15th day of May, 2008 between GALLATIN COUNTY, 311 WEST MAIN of hereinafter called the "County" and THE GALLATIN VALLEY LAND TRUST P.O. Box 7021 Bozeman, MT 59771 hereinafter called "GVLT". Upon adequate consideration, the COUNTY and GVLT agree the terms and conditions of this License are as follows:

LICENSE:

1. Premises: The COUNTY and GVLT agree the real property subject to this License is that certain premises more particularly described as follows:

An area generally described as the stream connecting the north and south ponds of the Gallatin County Regional Park, the "Premises".

2. COUNTY: COUNTY owns any necessary right, title and interest and authorizes Michael Harris, Conservation and Parks Coordinator to enter into this Agreement with GVLT

3. GVLT: GVLT represents and warrants to COUNTY that it has the right, power and authority to enter into this Agreement and designates Gary Votendahl, as their representative.

4. Term: This License is granted by the COUNTY to the GVLT as revocable authority and permission to occupy the Premises from, April 16, 2008 to December 31st 2008. The License can be revoked upon mutual consent from the COUNTY and GVLT. Upon revocation GVLT shall immediately vacate the Premises. At the end of the term or revocation of this agreement the title to any improvements made to the Premises by GVLT shall be transferred to the ownership of the County along with any construction documents and as built plans.

5. Uses: The GVLT agrees that the premises shall be used and occupied only for the planning, organizing, staging, and constructing a "PEDESTRIAN BRIDGE" as described in the Construction Agreement attached hereto as Exhibit A, and for no other purpose or purposes without the COUNTY's written consent.

6. Transfer of Improvements: at the end of the term of this agreement the title to any improvements made to the Premises by GVLT shall be transferred to the ownership of the County along with any construction documents and as built plans.

7. Compliance with Laws: GVLT shall fully comply with all federal, state and local laws, statutes, resolutions and ordinances, as they relate to the Premises during the term of this Agreement.

8. Maintenance and Repair: GVLT recognizes that the premises are currently a manmade stream with enhanced wetlands, and that the COUNTY has not developed the premises for construction of any structural improvements such as playgrounds or bridges. GVLT shall maintain at its own expense the Premises in good repair and in a good and safe condition for the term of this agreement. GVLT shall

notify the COUNTY in writing immediately of any damage. GVLТ shall be financially responsible in cases of damages resulting from the GVLТ's negligence or that of its agents or employees. GVLТ shall remove any equipment or personal property from the Premises at the termination or revocation of this Agreement and restore the Premises to the condition good or better it was in at the time GVLТ originally entered the Premises.

9. Utilities: The GVLТ shall be responsible for all utilities its uses on the Premises.

10. Indemnity: To the extent allowable under law, GVLТ shall hold harmless, indemnify and defend COUNTY and its agents, principals, and employees from and against any and all claims, demands, damages, costs, expenses, losses, liability (including liability where activity is inherently or intrinsically dangerous), judgments, defense expenses and attorney's fees rising out of or resulting from GVLТ's wrongful acts, errors, omissions, or negligence, or from GVLТ's failure to comply with the requirements of this Agreement or with all federal, state and local law applicable to the performance of this Agreement. In the event of an action filed against COUNTY resulting from GVLТ's performance under this Agreement, COUNTY may elect to represent itself and incur all costs and expenses of suit.

11. Insurance: GVLТ shall carry comprehensive general liability insurance in an amount no less than of \$1,500,000 for each claim and \$1,500,000 for each occurrence; Automobile liability in the amount of \$1,500,000 combined single limit; Professional Liability or Errors and Omissions coverage in the amount \$1,500,000. Certificates of Insurance evidencing the above, naming GALLATIN COUNTY as an additional insured, must be supplied within five days of executing this Agreement. Such certificate shall require no less than 15 days notice of cancellation to COUNTY. Such requirement shall include insurance for fixtures, equipment, personal property, stock and inventory and all uses of the Premises. Any insurance carried by GVLТ shall include no exclusions related to toxic substances or hazardous waste. GVLТ shall put COUNTY on immediate notice of any changes or cancellation in coverage.

GVLТ shall require all Contractors and Sub-contractors to meet the same insurance coverage, make the same certifications as above and require the certificates to be forwarded to COUNTY within ten days of entering into the subcontract.

Certificates of Insurance and all certificates of all renewals thereof shall be delivered to the COUNTY by GVLТ. All Certificates of Insurance shall name COUNTY as additional insured or "loss payee as its interest shall appear" (Property). GVLТ's insurance shall be primary and non-contributing.

12. Independent Contractors. CONTRACTORS and sub-CONTRACTORS shall at all times be considered independent CONTRACTORS. Notwithstanding its obligation to fulfill the Scope of Work herein, CONTRACTOR and its CONTRACTORS and sub-CONTRACTORS have been and will continue to be free from control or discretion over their performance under this Agreement and in fact. COUNTY will not be responsible for withholding any state or federal taxes or social security, nor will the COUNTY extend any of the benefits to the CONTRACTOR that it extends to employees. The CONTRACTOR is required to maintain necessary records and withholding.

As an independent CONTRACTOR, CONTRACTOR must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with

Montana Workers Compensation law (or exemption therefrom) must be supplied to COUNTY within ten (10) days of executing this Agreement.

13. Time Is of the Essence. The time of complying with this Agreement is of the essence and a violation is a material breach.

14. Non-Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision.

15. Entire Agreement. This document represents the entire and integrated Agreement between the COUNTY and CONTRACTOR and supersedes all prior negotiations, agreements or representations, either written or oral. This Agreement may be amended only by written instrument signed by both parties. Any notice under this Agreement must be in writing and must be sent by personal delivery or certified mail to the address designated above. The parties shall inform each other of any change in address.

16. Non-Assignment. COUNTY and CONTRACTOR, respectively, bind themselves, their successors, assigns and legal representatives to the other party with respect to all covenants, terms, or conditions of this Agreement. Neither COUNTY nor CONTRACTOR shall assign his Agreement without the written consent of the other.

17. Execution of Agreement. The Gallatin County Clerk and Recorder will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original. The COUNTYs and GVL T agree that this Agreement shall be governed and interpreted according to the laws of the State of Montana. In the event of a dispute arising over this contract, venue shall be in the Eighteenth Judicial District of the State of Montana, in and for the County of Gallatin. The attorney's fees and costs, including that of in-house counsel shall be paid to the prevailing party in the event of any litigation or other claim brought by either party herein.

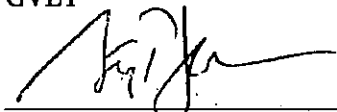
No waiver of any breach of this Agreement will be held as a waiver of any other subsequent breach thereof. Any remedy provided herein will be taken and construed as cumulative.

AGREED as of the date set forth above by:

COUNTY


Patrick Finnegan

GVL T


by STEPHEN T. JOHNSON
for Gallatin Valley Land Trust
and not individually

ACORD CERTIFICATE OF LIABILITY INSURANCE		OPID CU GALLA-1	DATE (MM/DD/YYYY) 01/15/08
PRODUCER Alliant Insurance Services Inc Franey Maha Commercial Group 4530 Walney Road - Suite 200 Chantilly VA 20151 Phone: 703-397-0977 Fax: 703-397-0995		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
INSURED Gallatin Valley Land Trust P.O. Box 7021 Bozeman MT 59771-0000		INSURERS AFFORDING COVERAGE INSURER A: Federal Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:	NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- <input type="checkbox"/> POST <input type="checkbox"/> LOC	35352098	03/01/07	03/01/08	EACH OCCURRENCE \$1,000,000 PRODUCTS TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	95352098	03/01/07	03/01/08	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$	79756680	03/01/07	03/01/08	EACH OCCURRENCE \$300,000 AGGREGATE \$300,000 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? YES: GEORGE BENT SPECIAL PROVISIONS below OTHER				WORKERS COMPENSATION LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is included as an additional insured/loss payee on the general liability as respects to the operations of the insured for leased Kyocera KM-2550 Copier valued at \$8,500. Agreement # 500-0099625-000. Insurance coverage is primary for leased Copier. No insurance charges should apply through Terrell's for this piece of equipment.

CERTIFICATE HOLDER

Terrell's Office Machines Inc.
 Megan
 1310 Madrid Street #101
 Marshall MN 56258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPROVE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 [Signature]



Liability Insurance

Declarations

Named Insured and Mailing Address

GALLATIN VALLEY LAND TRUST
P.O. BOX 7021
BOZEMAN, MT 59771

Chubb Group of Insurance Companies
15 Mountain View Road
Warren, NJ 07059

Policy Number 3535-20-98 EUC

Effective Date MARCH 1, 2008

Issued by the stock insurance company
indicated below, herein called the company.

FEDERAL INSURANCE COMPANY

Producer No. 0059813-99999

Incorporated under the laws of
INDIANA

Producer FRANEY MUHA ALLIANT INSURANCE SERVICES/CAN
4530 WALNEY RD, #200
CHANTILLY, VA 20151-0000

Policy Period

From: MARCH 1, 2008 To: MARCH 1, 2009
12:01 A.M. standard time at the Named Insured's mailing address shown above.

Liability Coverage

Limit Of Insurance

GENERAL LIABILITY

GENERAL AGGREGATE LIMIT	\$ 2,000,000
EACH OCCURRENCE LIMIT	\$ 1,000,000
ADVERTISING INJURY AND PERSONAL INJURY AGGREGATE LIMIT	\$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$ 1,000,000
MEDICAL EXPENSES LIMIT	\$ 5,000

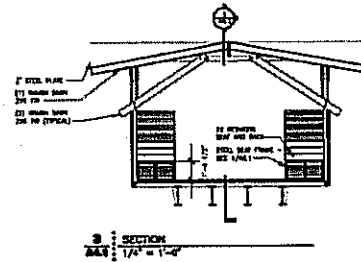
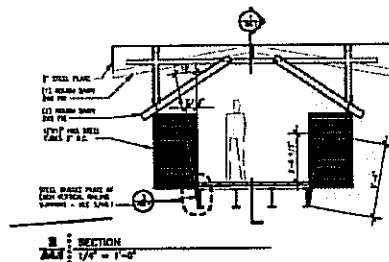
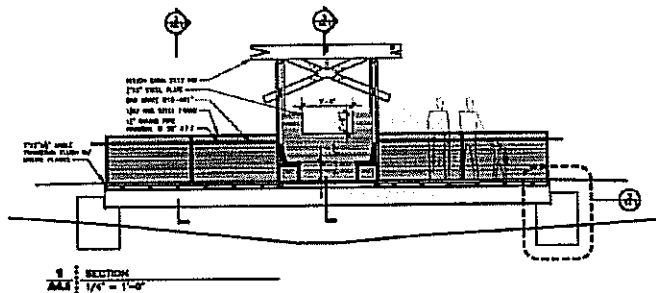
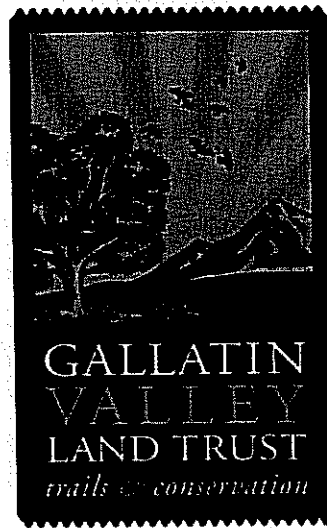
NON-OWNED AND HIRED CAR LIABILITY

EACH OCCURRENCE LIMIT	\$ 1,000,000
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RATING INFORMATION

Gallatin Valley Regional Park Pedestrian Sitting Bridge Project

April 21, 2008

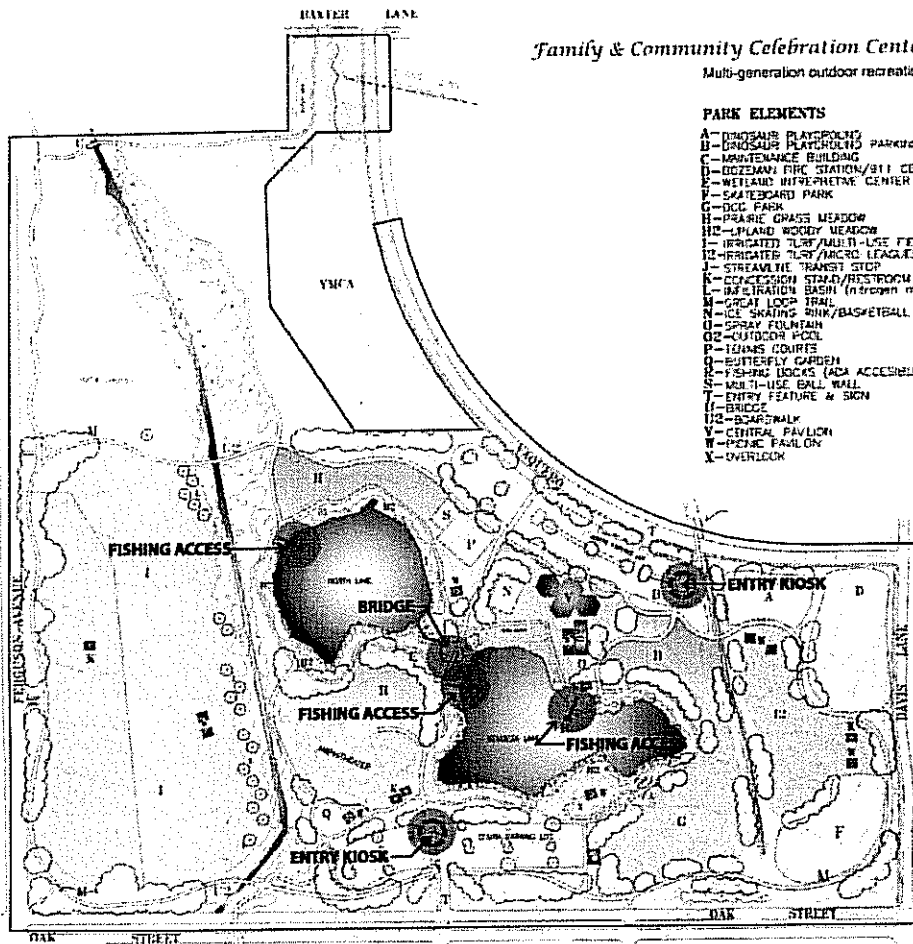


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ARCHITECTURE
INCORPORATED

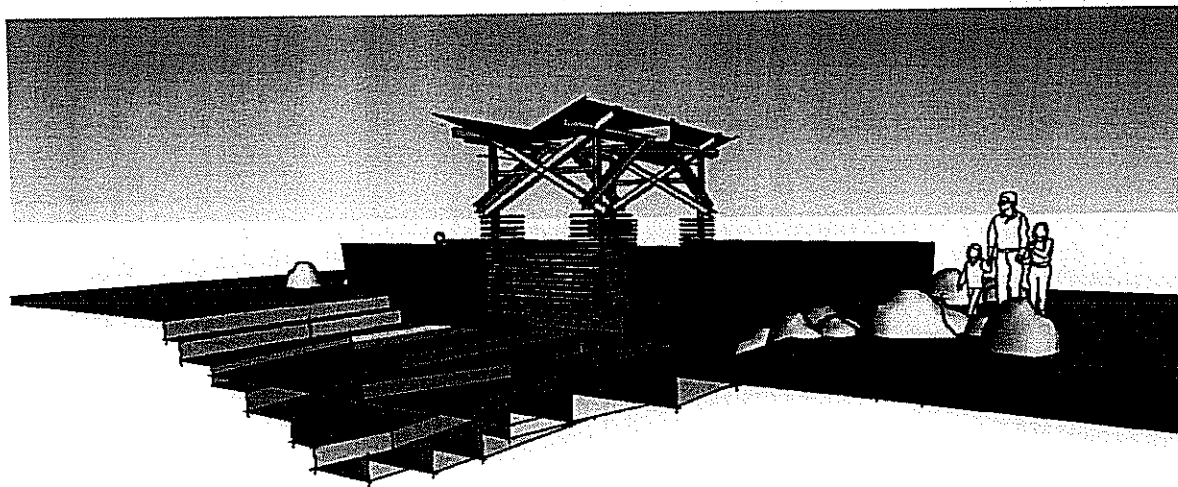
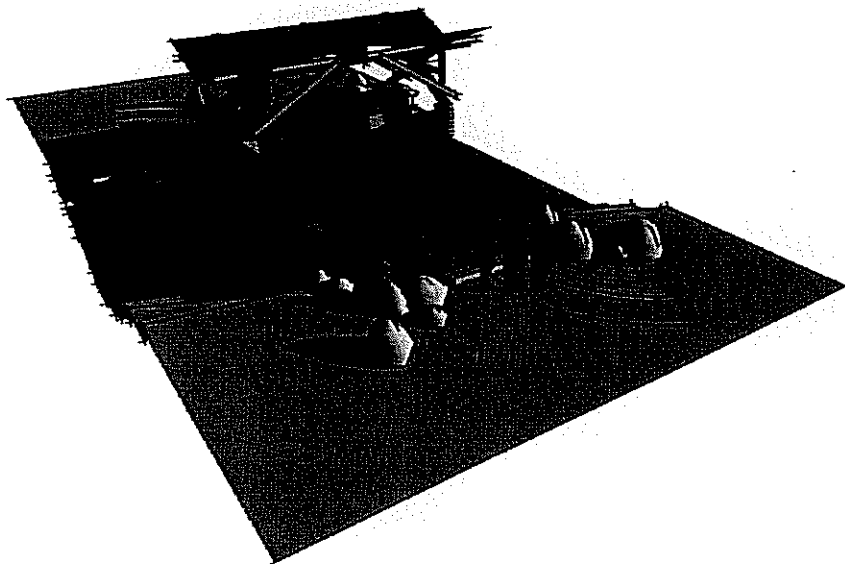
Family & Community Celebration Center
Multi-generation outdoor recreation

PARK ELEMENTS

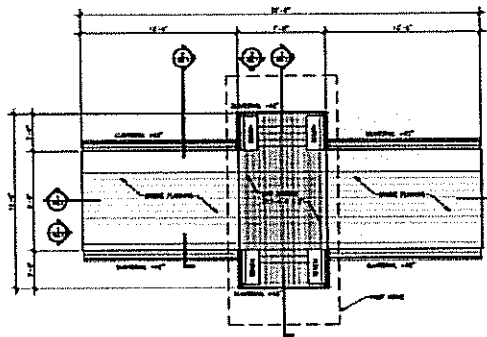
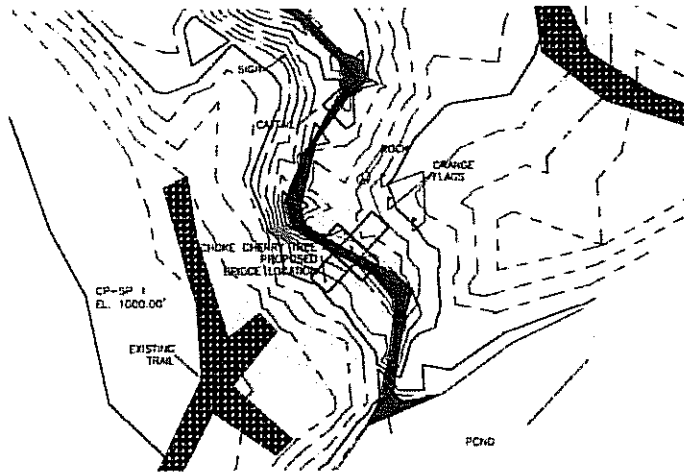
- A - DOZENAIR PLAYPOINTS
- B - DOZENAIR PLAYGROUND PARKING
- C - MAINTENANCE BUILDING
- D - DOZENAIR RHC STATION/RTI CENTER
- E - WETLAND INTERPRETIVE CENTER
- F - SKATEBOARD PARK
- G - DCC PARK
- H - PRAIRIE GRASS MEADOW
- HC - INLAND WOODY MEADOW
- I - IRRIGATED TURT/MULTI-USE FIELDS
- II - IRRIGATED TURT/MICRO LEAGUES
- J - STREAMLINE TRAMSTOP
- K - CONCESSION STAND/RESTROOM
- L - DECONTAMINATION BASIN (nitrogen mitigation)
- M - GREAT LOOP TRAIL
- N - ICE SKATING RINK/BASKETBALL COURT
- O - SPRAY FOUNTAIN
- OS - OUTDOOR POOL
- P - TENNIS COURTS
- Q - BUTTERFLY GARDEN
- R - FISHING DOCKS (ADA ACCESSIBLE)
- S - MULTI-USE BALL WALL
- T - ENTRY FEATURE & SIGN
- U - BRIDGE
- U2 - BOARDWALK
- V - CENTRAL PAVILION
- W - POND PAVILION
- X - OVERLOOK



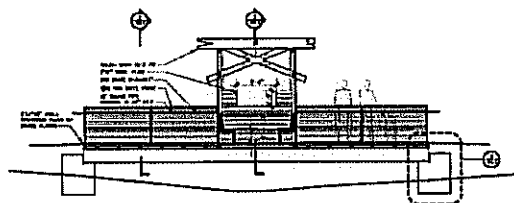
NOT TO SCALE
ALL DISTANCES ARE APPROXIMATE
ALL DIMENSIONS ARE APPROXIMATE
ALL ANGLES ARE APPROXIMATE
ALL ELEVATIONS ARE APPROXIMATE
ALL DIRECTIONS ARE APPROXIMATE
ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY
ALL INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE
ALL INFORMATION IS NOT TO BE USED FOR ANY OTHER PURPOSE
ALL INFORMATION IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS
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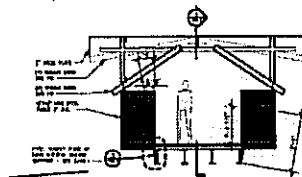
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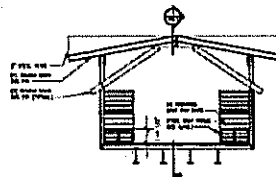
1 BRIDGE PLAN
1/4" = 1'-0"



2 ELEVATION
1/4" = 1'-0"



3 ELEVATION
1/4" = 1'-0"



4 ELEVATION
1/4" = 1'-0"